

City of Houston



Administration &
Regulatory Affairs

CITY OF HOUSTON, TEXAS
NOTICE OF REQUEST FOR PROPOSAL (RFP)
SOLICITATION NO.: S11-T23766

**STRATEGIC
PURCHASING DIVISION**
**"PARTNERING TO
BETTER SERVE
HOUSTON"**

NIGP CODE:

990-46

**SOLICITATION DUE
DATE/TIME:**

November 19, 2010 at 2:00 P.M., CST

SUBMITTAL LOCATION:

**City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002**

DESCRIPTION:

**SECURITY GUARD SERVICES
FOR THE
HOUSTON AIRPORT SYSTEM**

**PRE-PROPOSAL
CONFERENCE:**

Date Time
October-20-2010 10:00 AM

Location
**Technical Services Bldg.
18600 Lee Road, Rm. 113
Humble, TX 77338**

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:

Gloria Jordan-King

Name

gloria.king@houstontx.gov

E-Mail Address

City Purchasing Agent

10/8/2010

Date

SPECIAL INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO. S11-T23766

1.0 SUBMITTAL PROCEDURE:

- 1.1 Seven (7) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional two (2) electronic CD copies are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

City Secretary's Office
City Hall Annex
900 Bagby
Houston, Texas 77002

- 1.2 The deadline for the submittal of the Proposal to the City Secretary's Office is no later than the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.
- 1.3 Respondents may elect to either mail or personally deliver their Proposals to the City Secretary's Office.
- 1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Offeror. Offeror(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

2.0 PROPOSAL FORMAT:

- 2.1 The Proposal should be electronically generated, and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.
- 2.2 The Proposal must be signed by an individual(s) legally authorized to bind the Offeror(s), and must contain a statement that the Proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

3.0 PRE-PROPOSAL CONFERENCE:

- 3.1 A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Offeror(s) should plan to attend. It will be assumed that potential Offeror(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

- 4.1 Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, Strategic Purchasing Division Buyer, Gloria Jordan-King, telephone: (832) 393-8750, fax: (832) 393-8759, or e-mail (preferred method to): Gloria.king@houstontx.gov, no later than Wednesday, **November 3, 2010 at 5:00 P.M.** CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the RFP. Offeror(s) shall be notified in writing of any changes in the specifications contained in this RFP.

5.0 LETTER(S) OF CLARIFICATION:

- 5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.
- 5.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Offeror(s).

<p style="text-align: center;">SPECIAL INSTRUCTIONS TO OFFEROR(S) SOLICITATION NO. S11-T23766</p>

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

- 6.1 Each Offeror shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
- 6.2 Before submitting a Proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the RFP.

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

- 7.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The Offeror's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
- 7.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

8.0 POST-PROPOSAL DISCUSSIONS WITH OFFEROR(S):

- 8.1 It is the City's intent to commence final negotiation with the Offeror(s) deemed most advantageous to the City. The City reserves the right to conduct Post-Proposal discussions with any Offeror(s).

9.0 PROTEST:

- 9.1 A protest shall comply with and be resolved, according to the City of Houston Municipal Code, Chapter 15, Article 1 and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Purchasing Agent and the Solicitation contact person as identified on the first page of the RFP. A pre-award protest of the RFP shall be received by the City Purchasing Agent prior to the Contract award date. A post-award protest of an awarded Contract shall be filed within ten (10) days after the protester knows, or should have known, the basis or outcome of the Contract award.
- 9.2 A protest shall include the following:
 - 9.2.1 The name, address, e-mail, and telephone number of the protester;
 - 9.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;
 - 9.2.3 Identification of the RFP description and the RFP or Contract number;
 - 9.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
 - 9.2.5 The desired form of relief or outcome, which the protester is seeking.

UNIFORM INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO. S11-T23766

- 1.0 This RFP does not commit the City of Houston to award a Contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the Contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the Offeror. The copying or paraphrasing of the work product of another Offeror is not permitted.
- 8.0 The RFP and the related responses of the selected Offeror will by reference (within either a Contract or Purchase Order) become part of any formal agreement between the selected Offeror and the City. The City and the selected Offeror may negotiate a Contract or contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected Offeror, the City reserves the right to select an alternative Offeror. The City reserves the right to negotiate with alternative Offeror the exact Terms and Conditions of the Contract.
- 9.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the Conditions, requirements, and Specifications of the RFP at the time a Proposal is submitted to the City.
- 10.0 The Agreement(s) shall become effective on or about **March 9, 2011** for a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof.
- 11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.
- 13.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

<p style="text-align: center;">UNIFORM INSTRUCTIONS TO OFFEROR(S) SOLICITATION NO. S11-T23766</p>

- 15.0 The City may terminate its performance under a Contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the Terms of the Contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 16.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the Contract.
- 17.0 The City of Houston has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to Contract award.
- 18.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 19.0 The City reserves the right to request clarity of any Proposal after they have been received.
- 20.0 The City reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- 21.0 The selected Offeror(s) must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
- 22.0 After Contract execution, the successful Offeror shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from the City Purchasing Agent.
- 23.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 24.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

GENERAL TERMS AND CONDITIONS

SOLICITATION NO.: S11-T23766

1.0 INDEMNITY AND RELEASE:

1.1 RELEASE

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

1.2 INDEMNIFICATION

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- 1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 10.1-10.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 1.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 1.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY@) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

GENERAL TERMS AND CONDITIONS

SOLICITATION NO.: S11-T23766

1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

- 1.3.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

2.0 INDEMNIFICATION PROCEDURES:

- 2.1 Notice of Claims. If the City or Prime Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
- 2.1.1 a description of the indemnification event in reasonable detail,
 - 2.1.2 the basis on which indemnification may be due, and
 - 2.1.3 the anticipated amount of the indemnified loss.
- 2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.
- 2.3 Defense of Claims
- 2.3.1 Assumption of Defense. Prime Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- 2.3.2 Continued Participation. If Prime Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.0 INSURANCE REQUIREMENTS:

- 3.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**
- 3.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

GENERAL TERMS AND CONDITIONS

SOLICITATION NO.: S11-T23766

3.2.1 Commercial General Liability Insurance including Contractual Liability:

3.2.1.1 \$500,000 per occurrence

3.2.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)

3.2.2 Workers' Compensation including Broad Form All States Endorsement:

3.2.2.1 Amount shall be statutory amount

3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**

3.2.3 Automobile Liability (See Note Below):

\$1,000,000 Combined Single Limit per occurrence

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

3.2.4 Employer's Liability:

3.2.4.1 Bodily injury by accident \$100,000 (each accident)

3.2.4.2 Bodily injury by disease \$100,000 (policy limit)

3.2.4.3 Bodily injury by disease \$100,000 (each employee)

3.3 Automobile liability insurance for autos furnished or used in the course of performance of this Contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston. You must give 30 days' written notice to the City Purchasing Agent if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.

3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.

3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format)

3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

GENERAL TERMS AND CONDITIONS

SOLICITATION NO.: S11-T23766

- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- 3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
- 3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- 3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.
- 3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.
- 3.6.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

GENERAL TERMS AND CONDITIONS

SOLICITATION NO.: S11-T23766

4.0 CONTRACTOR PERFORMANCE LANGUAGE:

- 4.1 Contractor should make citizen satisfaction a priority in providing services under this Contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing Contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of Contract.

5.0 INSPECTIONS AND AUDITS:

- 5.1 City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

6.0 INTERPRETING SPECIFICATIONS:

- 6.1 *The Specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Offeror(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*
- 6.2 Changes in the Specifications, Terms and Conditions of this RFP will be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Offeror(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

7.0 CONTRACTOR DEBT:

- 7.1 **IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.**

SPECIAL TERMS AND CONDITIONS

SOLICITATION NO.: S11-T23766

1.0 LOCAL MINORITY/WOMEN BUSINESSES ENTERPRISES PARTICIPATION:

- 1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or Supply Agreements in at least **12%** of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division, and will comply with them.
- 1.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. M/WBE subcontracts must contain the Terms set out in **Exhibit II**. If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

- 2.1 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its Terms and Conditions as they are set out at the time of City Council approval of this Agreement. This provision requires certain Contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. Failure to complete **Exhibit X** "Pay or Play" Acknowledgement Form & Certification of Agreement to Comply with Pay or Play Program may be just cause for rejection of your Proposal.

3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

- 3.1 City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering into Contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City Contracts.
- 3.2 Completion of Exhibit VI – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

- 4.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a Contract is defined as any Contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. **Exhibit V** of this RFP describes the Contract and documentation requirements relating to this Ordinance.

5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

- 5.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any Contract for labor or services, a successful Offeror(s) must certify to its compliance with this policy. **EXHIBIT VII** contains the standard language, which will be used in each Contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). These forms must be completed and returned prior to award.

<p style="text-align: center;">SPECIAL TERMS AND CONDITIONS SOLICITATION NO.: S11-T23766</p>
--

6.0 PROJECT ADMINISTRATION:

- 6.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the Project Manager at the Pre-Proposal conference.

7.0 PERFORMANCE BOND

- 7.1 Contractor shall furnish and maintain throughout the contract term a performance bond in the amount of \$500,000 per applicable contract year. Contractor shall renew this bond for each renewal year of this Agreement in an amount equal to the contract amount for the applicable renewal term. The bond shall be conditioned upon Contractor's full and timely performance of this Agreement and must be issued by a corporate surety authorized to write surety bonds in the State of Texas and be in the form set out in Exhibit "XII."
- 7.2 The Performance Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this Contractor (as "Principal") and by a Corporate Surety Company licensed to do business in the State of Texas, and shown in the most recent edition of United States Treasury Circular 570 as having an "underwriting limitation" at least as great as that amount of the Performance Bond..

8.0 PROCUREMENT TIMELINE/SCHEDULE:

- 8.1 Listed below are the important estimated completion dates and times for this Request for Proposal (RFP).

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	October 8, 2010
Pre-Proposal Conference	October 20, 2010
Questions from Proposers Due to City	November 3, 2010
Proposals Due from Offeror(s)	November 19, 2010
Notification of Intent to Award (<i>Estimated</i>)	January 10, 2011
Council Agenda Date (<i>Estimated</i>)	February 15, 2011
Contract Start Date (<i>Estimated</i>)	March 12, 2011

<p style="text-align: center;">PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS SOLICITATION NO.: S11-T23766</p>

SCOPE OF WORK

1.0 BACKGROUND

- 1.1 The Houston Airport System (HAS) operates the City of Houston's three (3) Airports: George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), and Ellington Airport (EFD). Security guard services form a vital part of Airport security and safety and are essential for Airport operations. Request for additional guard services may be required to provide security at certain risk level. To ensure and maintain the quality of security service at the HAS, the Proposer is expected to provide highly qualified, trained, and licensed personnel as well as the management, supervision, and necessary equipment. The services outlined in this RFP are critical to the operations at HAS. As such, HAS intends to award a contract to the most responsive Proposer who best meets the needs of HAS.

2.0 PURPOSE

- 2.1 The City of Houston is seeking proposals for security officer services at the Houston Airport System (HAS). This RFP sets forth the requirements for all services and solicits a detailed response from Proposers. A contract resulting from this RFP would have a term of three (3) years with two (2) option years.

3.0 GENERAL SCOPE OF WORK

- 3.1 The Proposer shall provide competent Project Manager, fully qualified and licensed Security Officers and Supervisors, transportation, necessary equipment, and incidentals to maintain the high quality level of security services at the HAS. Proposer shall provide such Security Officer Service in accordance with the particular requirements for each Post location as specified in the Post Order.
- 3.2 Proposer shall provide a management plan that addresses security officer qualifications, selection, compensation, and training; post coverage; post order procedures; transition; administrative tasks; schedule and staffing of personnel, incident tracking, and documentation.
- 3.3 Proposer shall provide required levels of service to include permanent on-site staffing of uniformed unarmed Security Officers and temporary duty Security Officers as may be required for special events and emergency situations; and other Security Services detailed herein.
- 3.4 The Proposer shall make periodic oral or written reports and recommendations to the Airport General Manager (AGM) or its Designee with respect to conditions, transactions, situations or circumstances encountered by the Proposer relating to the services to be performed under the Agreement and attend meetings determined to be necessary by the AGM or its Designee. Proposer shall provide any reports that the AGM or its Designee may request in writing.
- 3.5 Upon issuance of Start Phase-In Notice, the Proposer shall provide the following to the AGM or its Designee:
- 3.5.1 A complete company profile; and

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S11-T23766

- 3.5.2 A copy of its written procedures that regulate its prompt and proper response to incidents, emergency contingencies, and contacting supervisors; and
- 3.5.3 A copy of its current State of Texas Security License; and
- 3.5.4 A roster identifying company Officers, Directors, and Executive Personnel as well as the management personnel the Proposer intends to initially assign to service the agreement, and a roster of guards and supervisory guards the company intends to initially post at airports shall be provided to the AGM. These rosters should include identifying information such as dates of birth, driver license numbers or Texas ID Card numbers, and Social Security numbers.
- 3.6 During the term of the Agreement, whenever personnel changes are made, deleting or adding personnel to the roster, Proposer shall notify the AGM or its designee within one working day, providing the name and identifiers of whoever is being deleted from, or added to the roster. The Proposer shall be responsible for all costs associated with the background checks, including all required by Department of Homeland Security (DHS)/Transportation Security Administration (TSA) and the HAS Security and Badging.
- 4.0 MANAGEMENT AND TECHNICAL RFP INFORMATION TO BE SUPPLIED BY PROPOSER**
- Proposers shall respond to the following. *Please repeat the question in your text and provide your answer directly below it.* Answers **must** be precise and to the point. Marketing material is not an acceptable substitute for a direct answer.
- 4.1 Executive Summary**
- 4.1.1 Provide an executive summary, containing synopsis of Proposer's history, project development approach, pricing structure, and your security guard service offerings.
- 4.2 Management Approach**
- 4.2.1 Provide a chart showing your corporate organization starting from the CEO down to the Project Manager and indicate how this organization will interface with HAS.
- 4.2.2 Identify the corporate personnel who will have oversight of the Agreement and provide a resume of these individuals.
- 4.2.3 State how the Proposer intends to meet the requirements of this RFP. Proposer's response must include, but is not limited to proposing / describing methodologies, approaches, and technical / innovative solutions.
- 4.2.4 To demonstrate sufficient financial resources, provide your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulations for the past 2 years.
- 4.2.5 Describe how you determine the ratio of supervisor to security personnel on a project similar to HAS.
- 4.2.6 Describe your contingency plan in addressing the staffing requirements for additional security posts during special events, emergencies, and threat to homeland security.
- 4.2.7 Describe your selection process and basis on hiring competent and qualified security personnel.

<p style="text-align: center;">PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS SOLICITATION NO.: S11-T23766</p>

- 4.2.8 Discuss how you will foster alertness and responsiveness of reporting any wrong doings or illegal activities in the workplace.
- 4.2.9 Describe how Proposer's organization would manage and resolve complaints, including those of the City of Houston. How does Proposer capture and report customer feedback?
- 4.2.10 Define your firm's competitive advantages for the services requested in this RFP. Clearly state how HAS would benefit from partnering with your company instead of another company.
- 4.2.11 Relate your company's experience and the measures taken whenever the level of threat to security is raised by the Homeland Security Department.
- 4.2.12 Provide at least five (5) references that your company had contract with at least the same scale as the Houston Airport (Refer to form provided in Exhibit I).
- 5.0 PROPOSER'S PHASE-IN**
- 5.1 In order to accomplish a smooth and successful transition of operations and maintenance services and at no extra cost to the City, the Proposer shall provide phase-in services for up to thirty (30) days prior to current contract expiration.
- 5.2 Proposer's phase-In period begins upon receipt of a "Start Phase-in Notice" from the Director or its Designee and continues until receipt of official "Notice to Proceed" (start date of the contract). The *"Start Phase-in Notice"* is different than the official *Notice to Proceed*.
- 5.3 The incumbent Contractor shall be responsible for performing the duties and services listed in its contract during Proposer's Phase-In period and will be available during the phase-in period to answer questions and resolve issues or any misunderstandings.
- 5.4 During the Phase-in period, the Proposer shall provide all required deliverables, including but not limited to:
 - 5.4.1 Arrange to have necessary supervisory, technical, and other personnel on site to observe the operation of the Security Officer Services.
 - 5.4.2 Recruit and transfer personnel, train personnel, arrange for security badging, establish management procedures, set up records, ensure adequate equipment is in place for security operations, and otherwise prepare for the assumption of control without disruption of operations.
 - 5.4.3 Develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit it to the AGM or its Designee for its approval.
 - 5.4.4 Final transition and training plan addressing the Proposer staffing strategies in determining the necessary staffing and supervision required.
 - 5.4.5 Certification of all Proposer Personnel requirements and training.
 - 5.4.6 Reporting plans.
- 5.5 The Phase-In Period shall end at issuance of the official Notice to Proceed, at which time Contractor shall assume full responsibility for the operations of the Security Officer Services.

<p style="text-align: center;">PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS SOLICITATION NO.: S11-T23766</p>

6.0 PROPOSER'S PHASE-OUT

- 6.1 Contractor recognizes that the services provided by the Agreement are vital to the HAS overall efforts to provide safe and efficient airport operations; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of the Agreement a successor may continue these services; that its successor Contractor shall need phase-in training.
- 6.2 In order to accomplish a smooth and successful transition of security services and at no extra charge to the City, the Contractor/incumbent shall provide phase-out services for up to thirty (30) calendar days following the successor's receipt of "Start Phase-in Notice" from the Director or his Designee and continue until successor's receipt of official "Notice to Proceed."
- 6.3 Phase-out orientation comprises a maximum of 30 working days, 8 hours per day for successor's personnel. Accordingly, Contractor shall be required to provide Phase-out services for up to thirty (30) days prior to contract expiration to its successor Contractor at no extra charge to the City. Orientation may include system operations procedures, record keeping, reports, and procurement procedures, etc.
- 6.4 Contractor shall be totally responsible for providing the services called for by the Agreement during its Phase-out period. Contractor agrees to cooperate with its successor Contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in the Agreement.
- 6.5 Contractor agrees to disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Contractor obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with all applicable laws, statutes, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.

7.0 POST COVERAGE

Proposer shall provide continuous post coverage as directed by the AGM. No post shall be left unattended at any time unless authorized by the AGM or his Designee. Complete Post Coverage shall include, but is not limited to, Security Officer(s), vehicle(s), necessary permits, licenses, and badging; compliance with Post Orders; all management, support staff, relief coverage, training, and administrative tasks; functional equipment and necessary supplies, including but not limited to uniforms, radios, flashlights, batteries, inclement gear, and activity logs.

8.0 POST ORDERS

- 8.1 Proposed Post Orders must be submitted in substantially the same form as shown below. Post Orders shall be approved by the AGM or its Designee before implementation. Post Orders shall remain in effect until altered by the AGM or its Designee. The AGM or its Designee may alter or amend all or any part of the existing Post Orders by notifying the Contractor in writing. Amended Post Orders shall take effect. The Post Orders may be altered at any time during the term of the Agreement.

8.2 Sample Post Order Procedures

Post Order procedures are provided as guidelines and may vary based on post assignments:

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S11-T23766

- 8.2.1 Proposer should ensure that each vehicle stops at any of the AOA or SIDA checkpoints, (with the exception of vehicle(s) under official Emergency responder escort); ensure that the driver and all occupants of the vehicle present their IAH access media or other photo identification prior to allowing access to the AOA/SIDA. Any person(s) being escorted by an authorized badged individual will need to provide a minimum of a valid federal, state, or company photo identification to determine that the person(s) presenting the ID is whom they actually say they are. All of which will be recorded by the Security Officer(s) on the appropriate escort entry form(s):
- 8.2.1.1 Name, company phone number, valid state, local or federal issued driver's license number or a company identification badge number.
- 8.2.1.2 During those occasions when official police escort is being accomplished, ONLY the escorting officer will be required to stop and present his/her photo ID prior to allowing the motorcade access to the AOA/SECURED Area/SIDA area.
- 8.2.2 The security officer is not expected to physically detain any person. If an individual proceeds through an access point without proper clearance, the guard should get as much information as possible concerning the vehicle and driver and call Airport Security immediately. Attempt to gather as much of the following information as *possible*:
- 8.2.2.1 Company Name
- 8.2.2.2 License plate
- 8.2.2.3 Any company "shop" number on the vehicle
- 8.2.2.4 Description of vehicle: color, markings, configuration, contents (if unusual or unique)
- 8.2.2.5 Description of driver and occupants (if any)
- 8.2.2.6 Time and date of incident
- 8.2.3 Each vehicle must be stopped and checked. Even if the same vehicle and/or driver has accessed the gate several times in one day, the officer should check the ID of each occupant of the vehicle and submit it to the card reader for authorization or check it against the current "STOP LIST" for validation each time the vehicle accesses a gate. **The only exception to this would be, when a vehicle is clearly identified as an emergency response vehicle (HPD, HFD, Ambulance, HAS Security or IAH Operations) with their light and/or siren on. In this event the security officer should still log as much information identifying the vehicle as possible and contact Security dispatch to advise them of the situation.
- 8.2.4 Vehicles with multiple occupants: The security guard should retrieve the airport ID's of the driver and each occupant within the vehicle and validate them in accordance with ID Check Procedures.
- 8.2.5 ID CHECK PROCEDURES
- Check the picture(s) on the ID's and see if it matches the holder(s). If the picture matches, proceed to step 8.2.6. If the picture does not match, proceed as follows:
- 8.2.5.1 Do NOT give the ID back to the individual.
- 8.2.5.2 Do NOT allow access through the gate.
- 8.2.5.3 Call Airport Security Dispatch immediately.
- 8.2.5.4 Fill out the guard incident report.

<p style="text-align: center;">PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS SOLICITATION NO.: S11-T23766</p>

- 8.2.5.5 Get as much information as possible, concerning the vehicle and the driver in case they drive away.
- 8.2.5.6 Explain to the person(s) that you cannot allow him/her/them access and they need to remain at the gate until HAS Security arrives.
- 8.2.5.7 Attempt to get the individual(s) name, however, DO NOT persist if you recognize a problem.
- 8.2.6 Check expiration date of the ID.
- If the ID is expired, follow steps 8.2.5.1 – 8.2.5.7 above.
- 8.2.7 Check the color of ID for proper level of access. The ID should be one of the following colors in order to gain access to the Terminal Ramp areas:
- (Example Gates NV53, TC2E, TC4, 51, FV5, & FV 1 [color of badge would be stated here, i.e. yellow, red, etc.])
- 8.2.8 Submit the ID of each badged employee in the vehicle to the card reader for validation. When the ID is inserted into the card reader, it enters information concerning that particular individual into the computer. In some locations, this also activates the gate mechanism. This is a critical part of complying with TSA regulations. If an ID does not have access, or is not valid for any reason, the light on the card reader will remain RED. If this occurs, check the ID number of each badge against the current "STOP LIST". Should the ID badge number appear on the "STOP LIST" the individual(s) should NOT be allowed access. Follow the steps outlined in steps 8.2.5.1 – 8.2.5.7. If you do not find the badge number(s) on the "STOP LIST", check each ID for photo match, proper access color and expiration date. Check the vehicle for proper markings. Deny access if light turns red.
- 8.2.9 **STOP LIST PROCEDURES**
- If the card reader or gate is not working properly; contact C3 to report the problem. While waiting for maintenance to repair the problem, utilize the revised "STOP LIST" to ensure the person(s) trying to gain access is authorized. Following are "STOP LIST" procedures:
- 8.2.9.1 Retrieve the ID.
- 8.2.9.2 Check the number on the back of the ID against the revised "STOP LIST" numbers. The Houston Airport System will provide an updated "STOP LIST" for all security guard shelters on a daily basis. The Security Representative may pick this list up Monday through Friday between 6:30 a.m. and 10 a.m. at the ID badging front counter. To ensure that the most current list is being used, compare the date against the current date. The "STOP LIST" being used should never be more than three (3) days prior to the current date. If you possess an outdated "STOP LIST" at your work location, contact your shift supervisor immediately for a replacement.
- 8.2.9.3 If the person is authorized you should not be able to find the number of the ID on the STOP LIST.
- 8.2.9.4 If you find the number on the STOP LIST, follow steps 8.2.5.1 – 8.2.5.7.
- 8.2.9.5 If you do not find the number on the STOP LIST, check the ID for photo match, proper access color and expiration date. Check the vehicle for proper markings. Do not allow access.
- 8.2.9.6 When all items check out you may allow access.

<p style="text-align: center;">PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS SOLICITATION NO.: S11-T23766</p>

8.2.9.7 If any of the above items are out of compliance, follow steps 8.2.5.1 – 8.2.5.7.

8.2.10 VEHICLE PROCEDURES

Check the vehicle for the following:

8.2.10.1 Each vehicle should have company markings on both sides of the vehicle that are large enough to be visible from a minimum of 200 ft away. The Security Officer should walk completely around each vehicle to ensure the appropriate markings are on both sides of the vehicle(s). The company name on vehicle should match company name on the ID. If these requirements are not met, deny access and follow steps 8.2.5.1 – 8.2.5.7.

8.2.10.2 Check the back and front doors of catering trucks to ensure they are in the closed position. If a door is opened, advise the driver to close it before allowing access. (This is a safety regulation to prevent items from falling out of the vehicles and damaging aircraft),

8.2.10.3 DO NOT WAVE a vehicle through the gate. Even if the same vehicle and/or driver have accessed the gate several times in one day, you should check the ID of each occupant of the vehicle and submit it to the card reader for validation each time. The only exception to this would be, when a vehicle is clearly identified as an emergency response vehicle (HPD, HFD, Ambulance or IAH Operations) with their light and/or siren on. In this event the guard should still log as much information identifying the vehicle as possible and contact Airport PS&T to advise them of the situation as soon as possible.

8.2.11 VEHICLE ESCORTING

8.2.11.1 If a vehicle arrives at a gate with no markings and/or the driver has no Airport ID, the vehicle should be escorted by an individual with a valid airport ID in a properly marked vehicle.

8.2.11.2 Fill out the Escort Vehicle Log. The logs will be turned in on a weekly basis to your supervisor. The Security On-Site Supervisor will turn them in to the HAS.

8.2.11.3 During official police escort of VIP's, only the escorting officer will be required to present his/her photo ID badge and voucher for the number of vehicles and passengers within those vehicles prior to allowing the motorcade access to the AOA/SIDA.

8.2.12 If you have an emergency situation contact Security Dispatch at 30-1300.

8.2.13 There may be conditions whereby the TSA issues Aviation Security directives or other conditions where the Airport may require additional measures to be taken depending on the Security posture of the Airport. These might include but are not limited to:

8.2.13.1 Inspecting inside the back and closed compartment of each passenger car vehicle, catering trucks and vans for additional personnel, unauthorized or prohibited items.

8.2.13.2 Manual logging of each vehicle that enters the gate.

8.2.13.3 Manual logging of each person that enters.

**You will be notified if these duties are required. **

<p style="text-align: center;">PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS SOLICITATION NO.: S11-T23766</p>

8.2.14 INCIDENT REPORTS

The Security On-Site Supervisor should file with the Airport Security Coordinator's office a written report within twenty four (24) hours detailing and describing any extraordinary event that occurred during the duty shift which affects or might reasonably expect to affect the security or safety of the Airport. If no incident occurred, the supervisor will still forward a copy of the pass-on log stating "NO INCIDENTS" occurred during the current duty shift.

9.0 PERSONNEL QUALIFICATIONS

9.1 PROJECT MANAGER

9.1.1 Proposers shall provide a detailed description of the Project Manager's qualifications. It is envisioned that the Project Manager must have a minimum of five (5) years' management and/or supervisory experience in the commercial guard service business or equivalent and should meet the following minimum requirements:

- 9.1.1.1 Be a United States citizen.
- 9.1.1.2 Be at least 21 years of age.
- 9.1.1.3 Have a BS degree or higher education received from accredited Universities obtained in the United States of America.
- 9.1.1.4 Be able to speak, understand, read, and write fluently the English language, with demonstrated ability to pass a fluency test in writing, reading, and conversing in English.
- 9.1.1.5 Have a strong computer skills and ability to create, analyze, and report management data.
- 9.1.1.6 Possess a valid Texas driver's license for the operation of motor vehicles.
- 9.1.1.7 Provide verified documentation of a 10-year employment background check to include references and employment history.
- 9.1.1.8 Licensed by Texas Dept. of Public Safety Private Security Bureau.

9.2 ON-SITE SUPERVISOR

9.2.1 Proposers shall provide a detailed description of the On-Site Supervisors' qualifications. It is envisioned that On-Site Supervisors must have a minimum of three (3) years' management and/or supervisory experience in the management and/or supervisory experience in the commercial guard service industry or an acceptable equivalent and should meet the following minimum requirements:

- 9.2.1.1 Be a United States citizen.
- 9.2.1.2 Be at least 21 years of age.
- 9.2.1.3 Have a two-year College or Associate Degree obtained in the United States of America.
- 9.2.1.4 Be able to speak, understand, read, and write the English language, with demonstrated ability to pass a fluency test in writing, reading, and conversing in English.
- 9.2.1.5 Possess a valid Texas driver's license for the operation of motor vehicles.
- 9.2.1.6 Provide verified documentation of a 10-year employment background check to include references and employment history.
- 9.2.1.7 Licensed by Texas Dept. of Public Safety Private Security Bureau.

9.3 SECURITY OFFICER

9.3.1 A Security Officer employed by the Proposer to provide Security Officer Service under the Agreement shall meet the following criteria:

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S11-T23766

- 9.3.1.1 21 years of age or older
- 9.3.1.2 High school graduate or must have obtained a Graduate Equivalency Diploma;
- 9.3.1.3 Able to speak, understand, read and write the English language; Officers can be dismissed immediately if there are communication problems and the officers shall be replaced immediately at no additional cost to the City.
- 9.3.1.4 Not have been convicted in any jurisdiction of any felony unless a full pardon has been granted;
- 9.3.1.5 Not have been convicted in any jurisdiction of any Class A misdemeanor within the last 10 years.
- 9.3.1.6 Not have been convicted in any jurisdiction of a misdemeanor involving moral turpitude during the seven-year period preceding the date of application unless a full pardon has been granted for the conviction;
- 9.3.1.7 Not have any pending, unresolved, or unadjudicated felony or Class A misdemeanor charges or indictments in this or any other jurisdiction. Not be on probation or parole for any felony or Class A misdemeanor;
- 9.3.1.8 Not be required to register in this or any other state as a sex offender;
- 9.3.1.9 Have no outstanding warrants;
- 9.3.1.10 Not have been declared by any court of competent jurisdiction, incompetent by reason of mental defect or disease without having been restored;
- 9.3.1.11 Not be suffering from habitual drunkenness or from narcotics addition or dependence;
- 9.3.1.12 Not have been discharged from the armed services of the United States under other than honorable conditions;
- 9.3.1.13 Skilled in effectively and tactfully communicating with a wide variety of people in sensitive situations. Skilled in establishing and maintaining effective working relationships with City employees and the general public.
- 9.3.1.14 A minimum of six (6) month's previous experience providing commissioned or noncommissioned officer service.
- 9.3.1.15 Trained to provide Security Officer Service. (The prevention of intrusion, unauthorized entry, theft, larceny, vandalism, abuse, fire and trespass on the designated premises of the City; the prevention, observation, or detection of any unauthorized activity in the Facilities or on the designated premises of the City, and the documentation of all authorized entry forms or conditions requiring response of the Security Officer.)
- 9.3.1.16 Knowledgeable about the Facility being secured, i.e., locations of exits, restrooms, fire hydrants, fire standpipes, fire extinguishers, emergency panels (if any), emergency operation of elevators (if any), and; evacuation procedures; etc.
- 9.3.1.17 Trained to perform duties in a complex the size of the HAS.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S11-T23766

- 9.3.1.18 Must be commissioned or registered under the Texas Private Security Act, Article 4413 (29bb), V.A.C.S. Contractor shall provide copies of all security commission cards within five days from request by the City.

10.0 **JOB SPECIFIC, ON-SITE TRAINING**

- 10.1 Security Officers and Site Supervisors shall undergo job-specific on-site training, developed by the Proposer, at the Proposer's expense and prior to the assumption of Security Officer's responsibilities. This training shall be documented, and such documentation shall be available upon request by the AGM or its Designee. The AGM or its Designee reserves the right to review all training documentation without prior notice. Training documentation shall consist of, at minimum, comprehensive written tests, which all Security Officers must pass. Proposer shall organize and prepare information relative to the required Officer training classes. **Proposer shall send copies of all training information to the AGM or its Designee for their approval.** Proposer shall implement changes to the information provided in the training classes as the AGM or its Designee suggest.
- 10.2 Proposer shall ensure that all security personnel have satisfactorily completed the training specified herein before reporting for work on any post. Airport's security personnel may monitor training sessions. The Proposer shall test its personnel and provide the HAS with the test results. HAS reserves the right to conduct random/spot testing of Proposer's security personnel manning a post.
- 10.3 In addition, Proposer shall ensure that project manager, supervisors, and professional security officers are thoroughly familiar with all applicable rules, regulations, and procedures before they are allowed to staff any post at the airports. All personnel shall be properly trained in the operation of the Airport and shall adhere to the Airport rules and regulations without exception.
- 10.4 All Security Officers shall receive Proposer's provided training, comprehensive enough to effectively deal with:
- 10.4.1 Customer service and courtesy;
- 10.4.2 Security situations to include emergencies of fire, bomb threat, flood, and evacuation procedures;
- 10.4.3 First aid and medical emergencies; and
- 10.4.4 Assisting the disabled in a sensitive and helpful manner.

11.0 **LIMITATIONS ON SECURITY OFFICERS' HOURS**

- 11.1 The Proposer shall not assign any Security Officer to perform services under the Agreement if such assignment would require that the Security Officer work more than sixteen (16) hours in a consecutive forty-eight (48) hour period, or more than sixty (60) hours in a single seven (7) day period, unless the Proposer obtains the prior written approval of the AGM or its Designee. The Proposer shall have sufficient personnel reserve, which are trained, in order to comply with this requirement. This is to ensure that a speedy and correct response is performed in the event of an emergency/life threatening situation that could occur at the Airports.

12.0 **SECURITY OFFICER'S EQUIPMENT**

- 12.1 The Proposer shall, at its own expense not at its employees' expense, equip each Security Officer with a distinctive uniform, and all basic officer's functional equipment including, but not limited to, black shoes, an identification card bearing a recent photograph of the Security Officer, and a two-way

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S11-T23766

radio with sufficient range to provide communication between all Security Officers on duty at a particular post area. Proposer shall have two-way dispatch communication. Officers required to work outside shall be supplied with boots, winter jackets and raincoats (bearing the Contractor's name and insignia).

12.2 PROPOSER IS RESPONSIBLE FOR ALL ITS COMMUNICATIONS EQUIPMENT ON SITE.

13.0 OTHER EQUIPMENT

13.1 Proposer shall have a sufficient number of vehicles assigned to on-duty supervisor(s) so that the supervisor(s) may meet with the AGM or its Designee within 25-minutes of being summoned. Additionally, the Proposer shall provide motor vehicles for use by Security Officers, if required, in the Post location. This requirement is in addition to any other requirements of the Agreement. All vehicles shall be licensed to operate on public streets, shall have 4-cylinder or larger engines and shall provide their driver with protection from the weather. Each vehicle provided must include a two-way radio with sufficient range to provide communications between all Security Officers on duty at the Airports and with the Proposer's base station. Each vehicle shall be clearly marked as a security vehicle. Each vehicle provided shall be in safe operating condition and shall be maintained and operated solely by Proposer. The City does not require any specific type or brand of two-way radio. It is the Proposer's responsibility to ensure that the two-way radios provide the needed communication.

14.0 SUPERVISION

14.1 Proposer shall have sole responsibility for supervising the Security Officers performing under the Agreement. Supervision shall consist of that level of management and administrative activity necessary to ensure that each Security Officer is performing its duties in a safe and efficient manner and to ensure that each location at which Security Officer Service is provided is staffed in accordance with the post orders for that location. HAS shall have no obligation to exercise any supervisory authority over any Security Officer performing services under the Agreement, but reserves the right to direct the activities of the security officers in conformity with established post orders, or as necessary in an emergency situation.

14.2 Proposer shall have sufficient Supervisors on its staff so that the ratio of Supervisors to Security Officers on each shift is sufficient to provide coverage to the satisfaction of the AGM or its Designee. The Supervisors shall be trained as Supervisors, and have had previous experience as Security Officer Supervisors. Proposer shall provide sufficient vehicles, at Proposer's expense, for Supervisors to inspect job posts and Security Officers under their supervision.

14.3 Proposer shall provide and maintain on staff a sufficient number of qualified and trained supervisors with completed background checks and proper badging to staff and supervise Officer posts at each airport, as required, seven days a week, 24 hours per day, inclusive of all City holidays, in accordance with specified Post Orders.

14.4 Upon receiving a call from the designated representative of the HAS requiring the supervisor's attention, the supervisor shall respond within 10 minutes via telephone and shall be on-site at the HAS location within 25 minutes of official notification by the Security Officer staff and/or HAS staff during any 24-hour period to assist with the situation.

14.5 Proposer shall maintain a base office within the city limits of the City of Houston. Proposer shall provide a phone number(s) and pager, or cell phone numbers at which Proposer or a designated

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S11-T23766

agent of the Proposer with supervisory authority may be reached on a 24-hour, 7-days per week basis during the week, weekends, nights, and holidays all year round.

15.0 RESPONSE TO INCIDENTS

- 15.1 Proposer shall immediately contact C3 (HAS Security Dispatch) regarding any incident involving injury, fire, or criminal activity, or threats thereof. Security Officers covered under the Agreement shall not subdue or pursue any suspected perpetrators. Any incident, whether emergency or otherwise, shall be reported in writing to the AGM or its Designee by close of business on the first business day immediately following the incident.

16.0 PERFORMANCE STANDARDS FOR OFFICERS

- 16.1 Maintain a neat and well-groomed appearance at all times.
- 16.2 Have ability to exercise good judgment.
- 16.3 Have ability to interact with people in a positive manner.
- 16.4 Have ability to maintain a high level of performance.
- 16.5 Shall not carry a weapon of any kind unless specified by the Director or its Designee.
- 16.6 Shall not use a city telephone or cell phone for personal business while assigned to a security post.

17.0 REASSIGNMENT OR REMOVAL OF SECURITY OFFICERS

- 17.1 Proposer shall reassign or remove particular Security Officers from assignment to the Post upon receipt of a written or oral request from the Director or its Designee to do so. The written or oral request shall specify the name of the Security Officer whose assignment or removal is desired. Any person that the Director or its Designee may deem incompetent or disorderly shall be promptly removed by the Proposer. Proposer shall replace any removed employee, should the Director or its Designee recommend that the action be done for the good of the services being rendered, within 4 hours from notification by the City.

18.0 MANDATORY POST COVERAGE

- 18.1 Proposer's personnel shall not leave their duty post unattended at any time, unless relief is provided. It shall be the duty of the Site Supervisor Officer to periodically check to ensure that all radios are in working order throughout the day. Therefore, it is not acceptable to leave a post unattended by an officer (or relief officer) due to radio failure or for any other reason. If lunch breaks or coffee breaks are permitted, then there must be a relief officer for all breaks. Such breaks are to be taken at a designated break area determined by the AGM or its Designee.
- 18.2 Typical Posts are detailed in the post requirements matrix below. NOTE: The estimated number of Posts and hours may be increased or decreased at any time during the term of the Agreement. The following matrix outlines are SAMPLES of post requirements.

<p align="center">PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS</p> <p align="center">SOLICITATION NO.: S11-T23766</p>
--

GEORGE BUSH INTERCONTINENTAL AIRPORT

Post Name	Daily Hours
<u>LOADING DOCKS</u>	
Terminals B,C (North & South), D, E, FIS	24 hrs., M-Sun
<u>GATES</u>	
EV2	4 hrs., M-Sun
EV3	24 hrs., M-Sun
NV13	24 hrs., M-Sun
FV12	24 hrs., M-Sun
NV53	24 hrs., M-Sun
NV53	8 hrs., M-Fri
TC2	24 hrs., M-Sun
WV51	24 hrs., M-Sun
WV55	24 hrs., M-Sun
A10	9 hrs., M-Sun
<u>CHECKPOINTS</u>	
Terminals B,C,E	8 hrs., M-Sun
Terminal A	9 hrs., M-Sun
TSA	4 hrs., M-Sun
Roving Post	16 hrs., M-Sun

19.0 PUBLIC RELATIONS

- 19.1 Proposer agrees that it nor its agents, subcontractors, or employees shall issue or make any statements on behalf of the HAS with respect to any incident occurring at any of the Post. The Proposer, its agents, subcontractors, or their employees shall not publicly discuss or issue or provide any statements, written or oral, of any nature that references the Agreement, any policy, procedure, post order, or security alert, without the prior written consent of the Director or its Designee.

20.0 SUBSTITUTION/REPLACEMENT

- 20.1 Proposer shall not substitute or replace key personnel or subcontractors without Director or its Designee's prior written approval.

21.0 PERSONNEL TIME LOG

- 21.1 Proposer shall provide and use a guard sign-in log. The original copy of the guard sign-in log should be provided to the HAS Security Management. Personnel time logs and Guard sign-in logs shall contain a record for each employee, which shows employee's name, date(s) worked, and time(s) worked. All Personnel Time Logs shall be submitted to the HAS with the invoices pertaining to the time period covered by the logs, as well as any documentation verifying Security Officer check-in at designated Posts. The Proposer understands that payment will not be made for the time worked if the guard sign-in log, Personnel Time Logs, and the invoices do not agree.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S11-T23766

22.0 INSPECTIONS AND REPORTS

- 22.1 Proposer shall orally report the absence of any Security Officer from an assigned post or position to the AGM or Designee. **This report shall not be made later than five minutes after the start of the reporting time for the post or position.** The report shall include the name of the absent employee, the post or position affected and Proposer's efforts to meet the security needs of the Department. **A relief officer or supervisor shall immediately fill the vacancy until other arrangements are made.**

23.0 DAILY ACTIVITY REPORTS

- 23.1 Proposer shall ensure that Supervisors or Security Officers submit an approved written shift report ("Daily Activity Report") to the Security Manager for every shift worked. The Daily Activity Report should include a log of activity occurring during the tour of duty. Particular note should be made of unusual incidents or activity.

24.0 IDENTIFICATION CARD REQUIREMENTS

- 24.1 A copy of the actual commission cards, for commissioned Officers, shall be held by the Proposer for a minimum of six (6) months after the Security Officer becomes commissioned and shall be available for inspection, upon request, by the AGM or its Designee.
- 24.2 AGM or its Designee may at any time ask the Contractor to submit to the HAS a list of all Security Officers working on any specified day, for a random check of commission verification.

25.0 LIQUIDATED DAMAGES

- 25.1 Understanding

Contractor and HAS agree that the security services should be provided in an effective and efficient manner to ensure the security services provided to the public are satisfactory and the best use of public funds is achieved. To accomplish this, the HAS has established strict performance standards and requirements, which must be met by the Contractor. Contractor agrees that in the event the requirements of the Agreement and Exhibits attached thereto are not complied with, HAS may assess liquidated damages for non-compliance, the amount of any such liquidated damages to be deducted from payments otherwise due to the Contractor. The parties agree that the amount of actual damages resulting from Contractor's non-compliance may be difficult to ascertain and both parties agree that the liquidated damages assessed are reasonable and are not a penalty. If the parties cannot agree on the amount of liquidated damages the matter shall be referred to the City Legal Department whose decision shall be final and binding for both parties.

- 25.2 However, under no circumstances shall liquidated damages assessed against the Contractor exceed \$100,000.00 in any given Agreement year or Renewal year. Nothing herein shall limit or affect the City's rights of termination.

- 25.3 Concept

Failure to comply with the requirements of the Agreement and more specifically this Exhibit "A" may result in two types of conditions: correctable and non-correctable. Correctable incidents of non-compliance are those of a nature that the non-compliance requires correction and City has suffered no monetary loss. In these cases, the Contractor shall receive written notice of the details of non-compliance. The Contractor shall have twenty-four (24) hours in which to correct the unsatisfactory

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S11-T23766

condition (or initiate action to have the unsatisfactory condition corrected if it is unreasonable to expect correction within twenty-four (24) hours and respond to the AGM or its Designee in writing of the corrective action taken. In the event the unsatisfactory condition is not corrected (or action initiated where appropriate), the liquidated damages shall be applied. The twenty-four (24) hour notice period shall begin when written notice is delivered to the Contractor's appropriate employee.

- 25.4 The non-correctable condition is one in which the result of the condition cannot be corrected, e.g., scheduled Security Officers not reporting for duty. In those instances, Contractor shall be notified in writing of the details of non-compliance and allowed an opportunity to respond. The applicable liquidated damages shall be applied at the discretion of the AGM or its Designee.

25.5 Inspection Rights

HAS reserves the right to inspect Post Coverage, Post Order procedures, personnel performance, or compliance with any requirement of the Agreement at unlimited number of times and assign multiple liquidated damage assessments for non-compliance if not corrected as stipulated herein. Such liquidated damage assessments to accrue for each twenty-four (24) hour period the condition continues to exist.

- 25.6 Correctable Conditions include but are not limited to:

- 25.6.1 Failure to submit to AGM or its Designee all training material for approval.

Liquidated Damages – five hundred dollars (\$500.00)

- 25.6.2 Allowing employee who has not completed training to work without supervision.

Liquidated Damages – one hundred dollars (\$100.00) per employee per day.

- 25.6.3 Failure of employees to be in uniform or to be lacking essential equipment (e.g., radios, identification badge).

Liquidated Damages – Twenty-five dollars (\$25.00) per occurrence.

- 25.6.4 Lack of familiarity with Post Orders, or Post Coverage, or services.

Liquidated Damages – fifty dollars (\$50.00) per occurrence.

- 25.6.5 Failure to provide written daily activity report each day.

Liquidated Damages – fifty dollars (\$50.00) per occurrence.

- 25.6.6 Failure to provide weekly work schedule on time.

Liquidated Damages – fifty dollars (\$50.00) per occurrence.

NOTE: Notice to Contractor of non-receipt of any required report may be made by telephone.

- 25.7 Non-Correctable Conditions include but are not limited to:

- 25.7.1 Failure of Contractor to have a post staffed as scheduled.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S11-T23766

- 25.7.2 Liquidated Damages – Contractor shall be periodically tested by the HAS Security staff on their performance in this area. Deficiencies may result in, among other things, a charge of \$50.00 per hour for each hour or any portion thereof during which the post remains unmanned, per instance.
- 25.7.3 Contractor employee asleep on duty.
- Liquidated Damages – A charge of \$50.00 per hour for each hour or any portion thereof during which the Contractor's employee was found asleep, per instance. Contractor's employees found sleeping on duty shall be replaced immediately.
- 25.7.4 Failure to provide adequate guard sign-in log documentation showing Contractor's employee worked number of hours charged to HAS.
- Liquidated Damages – one hundred (\$100.00) dollars per occurrence plus the amount charged for undocumented hours.
- 25.8 Repeat Conditions
- Upon the third and additional instance of any repeat condition, in a ninety (90) day period, liquidated damages shall be assessed at the time of notice to Contractor without the benefit of the cancellation of the liquidated damage assessment for correction of the condition within the twenty-four (24) hour period allowed for correction.
- 25.9 Adjustments to Invoices for Failure to Provide Required Coverage
- 25.9.1 HAS and Contractor agree that the HAS shall suffer damages if the Contractor fails to provide the exact number of Security Officers, at the exact times and locations specified by the HAS in accordance with the Agreement and that the amount of damages shall be difficult or impossible to determine. In order to provide a reasonable mechanism to compensate HAS for its damages, Contractor shall pay an amount to be calculated monthly in accordance with the following, provided written or oral notice is provided the Contractor as soon as reasonably possible within forty-eight (48) hours and documentation of deduction is provided to the Contractor within five (5) days of the event causing the deduction.
- 25.9.2 If the Contractor shall fail to provide required coverage of any shift, the Contractor shall forfeit any and all compensation due it per hourly rate per Officer per hour therefor. The Contractor shall have deducted from the invoice(s) and retained by the City an amount equal to the number of hours not covered, per hourly rate per Officer per hour for so long as the post(s) shall remain uncovered. The HAS shall charge back to the Contractor the actual cost incurred for supplying an HAS employee to replace a Security Officer who has failed to staff his or her post.
- 25.9.3 The HAS shall determine hours missed by the Contractor by the four following methods: (1) HAS shall conduct on-site inspections to see if posts are filled; (2) HAS shall monitor daily activity reports (DARs); (3) HAS shall review Contractor's field supervisor reports; and (4) HAS shall review the time cards for those posts requiring clock rounds, if any, and if the Officers fail to clock in, the HAS shall consider this as evidence that the Officers were not at their post.
- 26.0 INCLUSION AND EXCLUSION**
- 26.1 The HAS Director or his Designee, by means of a written authorization to Contractor may add other Post to the Agreement by means of an Inclusion Notice and any items or services provided by Contractor that are reasonably related to the scope of the Agreement. The HAS Director or its

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S11-T23766

Designee may also delete Post, items or services by means of Exclusion Notice. Written notification of the deleted Post, items or services shall take effect upon the Contractor's receipt of such notice or on such other day as specified therein.

- 26.2 Addition of Post(s), items or services provided by Contractor shall be effectuated by substituting revised Scheduled or Scope of Services statements that shall add to or replace the existing Schedule in the Post Location or Scope of Services in Exhibit "A", but only if the HAS has allocated sufficient funds to pay for the additions as provided in the Agreement. Additional items or services purchased by the HAS under the Agreement shall be paid at Contractor's then current price for such items or services, as shown in the Fee Schedule. As of the Countersignature Date, each item or service added shall be subject to the agreement, as if it had originally been a part but any charge for such additions shall start to accrue only as of the effective date. Charges for deletions shall be excluded from any sums otherwise due under the Agreement as of the date such notice is received by the Contractor. In no event may Additions increase the cost to the City by more than twenty-five percent (25%) of the total amount of the Agreement.

27.0 **SECURITY AND BADGES**

- 27.1 Proposer shall comply with all applicable Federal rules governing security at the Airport, as there maybe amendments from time to time.
- 27.2 All on-site personnel of Proposer, including subcontractors who perform services under the Agreement are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation.
- 27.3 Proposer shall obtain HAS security badges for its personnel performing services on-site, including its subcontractors' personnel. On-site personnel shall wear identification badges at all times while on Airport property. *The cost of badges, which is subject to change, is currently \$45.00 each at IAH/HOU, and \$6.00 each at EFD.* Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. Proposer is responsible for the cost of badges, including replacements thereof. The personnel losing badges will be charged for replacement badges at the then- current rate.
- 27.4 Proposer acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.
- 27.5 **Airport Customs Security Area Bond:**

If required, Proposer shall obtain an Airport Customs Security Area Bond in order to have access to the Federal Inspection Station (FIS) located at George Bush Intercontinental Airport (IAH). The bond amount is determined by calculating \$1,000.00 times the number of employees needed to provide the service.

28.0 **COORDINATION MEETINGS**

- 28.1 Throughout the Agreement term and any extensions hereto, Proposer shall meet with the AGM to identify and resolve performance issues. Meetings will be scheduled on a monthly basis or as determined by the AGM. Notice of any such meeting may be given by the AGM to the Proposer either orally or in writing and will designate the time, date, location, the Proposer attendees, and general purpose. Proposer's designated attendees shall be present at any such performance meeting for its duration and shall prepare a typed agenda covering topics to be discussed; keep minutes of the

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S11-T23766

meetings in a form satisfactory to the AGM; and issue copies of the minutes to all attendees within four business days of each meeting.

29.0 **CITY PROVIDED SERVICES**

- 29.1 Facilities/Utilities - HAS will provide existing electrical service to Proposer. HAS will provide guard booths with adequate heating, ventilating, and/or air conditioning. HAS will provide Proposer with office space at an Airport location for the duration of the Agreement. Proposer should arrange and be responsible for all other services and costs including furnishings, computers, and telephones.
- 29.2 Use of Parking Areas - Proposer's private vehicles are not allowed to park at the designated post locations unless authorized by the Director or his designee. Designated parking areas will be provided by the Director at Proposer's own cost. All transportation activities of Proposer or its proposed sub-contractors necessary to perform under the Agreement should be provided by Proposer. Proposer's and its proposed sub-contractor's vehicles must be clearly identified as may be required by the Director.

30.0 **INVOICING**

- 30.1 Proposer shall submit its monthly invoices on a form(s) approved in advance by the AGM; invoices must be accompanied by support documents requested by the AGM.
- 30.2 Each invoice submitted must be in duplicate and each copy must include required attachments. The invoice must be identified by the Agreement name and Agreement number. All invoices are to be delivered or mailed to the following location:

City of Houston
Houston Airport System
Finance Division/Accounts Payable
P.O. Box 60106
Houston, Texas 77205-0106

30.3 **Invoicing:**

- 30.3.1 The Houston Airport system will accept invoices submitted electronically along with required support information; such as Outline Agreement Number(s), Service Release Orders (SRO) Numbers, and etc. Each invoice should be in a TIFF format. Multiple invoices can be submitted in a single email.

30.3.2 Requirements are as follows:

30.3.2.1 Submit invoices in "TIFF" format

30.3.2.2 Submit to has.accountspayable@cityofhouston.net

- 30.4 Invoices submitted for services performed as the result of change orders require copies of the applicable change order are attached to the original and each of the two (2) invoice copies.

31.0 **Proposer Questionnaire for General Instructions (Exhibit XI)**

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S11-T23766

32.0 DEFINITIONS

The following are standard definitions that apply throughout the Agreement.

ACCEPTABLE means that the proposal services, materials, equipment, etc., of the Work meet or exceed the requirements of the Agreement.

AIRPORT(S) means George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU) and/or Ellington Airport (EFD).

AIRPORT GENERAL MANAGER (AGM) or its Designee is responsible for the security provisions of the Airport(s) and compliance with the security program.

AOA means Air Operations Area and includes, but is not limited to: runways, ramps, taxiways, and aprons.

DIRECTOR means the Director of the Houston Airport System or his designee. This Agreement designates certain functions to be performed by the Director. For the purposes of the Agreement those functions are assigned to the Airport General Manager at IAH, and the Assistant Director of Technical Services Division. The General Manager and Assistant Directors of Aviation may delegate certain functions to other HAS employees with the approval of the Director.

HAS means the Houston Airport System

HOURS OF OPERATION are defined in the Scope of Work and require Proposer to work continuously during the hours specified without regard to holidays. No holidays are to be observed during the Term of this Agreement.

INCIDENT REPORT means a written report prepared by a Professional Security Officer detailing and describing any extraordinary event occurring during that officer's duty shift which affects or might reasonably be expected to affect the security or safety of the facility, the property located thereon, or any person at the facility.

NON-PERFORMANCE means the failure of Proposer to perform according to the scope of the Agreement.

POST ORDERS means those specific security requirements, as approved by the Director, for each location identified.

SECURED AREA means fenced-in areas of the Airports, including, but not limited to AOA at IAH.

SECURITY SERVICE means the basic and other work services required by HAS that includes, but are not limited to: post coverage, security survey, transition plan, and administrative tasks.

SIDA means security identification display area.

SUB-STANDARD PERFORMANCE means Proposer has failed to perform the work/services of the Agreement in accordance with the specifications of the Agreement and/or has failed to perform the work/services of the Agreement to the satisfaction of the City.

UNACCEPTABLE means that the proposal services, materials, equipment, etc. of the work/services do not meet the requirements of the Agreement.

WORK/SERVICES means any activity related to meeting the requirements of the Agreement.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO.: S11-T23766

To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Offeror(s) are encouraged to include additional relevant information.

1.0 TITLE PAGE:

- 1.1 The title page should include the title and number of the RFP, name and address of the Offeror(s), and the date of the Proposal.

2.0 OFFER & SUBMITTAL FORM:

- 2.1 PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

3.0 LETTER OF TRANSMITTAL:

- 3.1 A letter of transmittal shall include the following:
 - 3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the Offeror.
 - 3.1.2 A statement that the per-unit proposed price and/or lump sum (if prices are proposed) is the total fixed price for the equipment and services enumerated.
 - 3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Offeror; that the Proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements and arrangements stated in the RFP.

4.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

- 4.1 Refer to Section 4.0 of Scope of Work
- 4.2 Provide copies of key personnel certifications and/or licenses.

5.0 PROPOSED STRATEGY AND OPERATIONAL PLAN:

- 5.1 Refer to Section 4.0 of Scope of Work

6.0 FINANCIAL STATEMENTS:

- 6.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

7.0 CONTENTS:

- 7.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:
 - 7.1.1 Title Page
 - 7.1.2 Signed and Notarized Offer and Submittal Form (Exhibit I)

<p>PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS SOLICITATION NO.: S11-T23766</p>

- 7.1.3 Letter of Transmittal
- 7.1.4 Expertise/Experience/Reliability Statement
- 7.1.5 Organizational Chart, Resumes and Certifications/Licenses of Proposed Key Personnel
- 7.1.6 Proposed Strategy/Operational Plan
- 7.1.7 Proposed Equipment (If Applicable)
- 7.1.8 Financial Statement and Dunn & Bradstreet Reports or Federal Tax Forms Filed for Past Two Years
- 7.1.9 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II)
- 7.1.10 List of References and List of Proposed Subcontractors (Exhibit I)
- 7.1.11 Pricing Form / Fee Schedule (Exhibit III)
- 7.1.12 Fair Campaign Ordinance Form "A" (Exhibit V)
- 7.1.13 Affidavit of Ownership or Control (Exhibit VI)
- 7.1.14 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)
- 7.1.15 Anti-Collusion Statement (Exhibit VIII)
- 7.1.16 Conflict of Interest Questionnaire (Exhibit IX)
- 7.1.17 City Contractors' Pay or Play Acknowledgement Form (Exhibit X)
- 7.1.18 Proposer Questionnaire for General Instructions (Exhibit XI)
- 7.1.19 Performance Bond (Exhibit XII)
- 7.1.18 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals

<p style="text-align: center;">EVALUATION AND SELECTION PROCESS SOLICITATION NO.: S11-T23766</p>
--

1.0 EVALUATION SUMMARY:

- 1.1 An evaluation committee will develop a short list of Offeror(s) based upon the initial review of each Proposal received. The short listed Offeror(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Offeror(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Offeror(s). The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.

2.0 SELECTION PROCESS:

- 2.1 The award of this Contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Offeror(s) to create, modify and implement the required application modules. The Offeror(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Offeror(s) fails to satisfy the City or the Offeror(s) is deemed unqualified to provide the services contemplated. Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:
- 2.1.1 Experience and Reputation of Firm and Principals. (Years in business, stable/established firm, reference checks, comparability of size, complexity of previous contracts, project manager, support staff, no history of failing to perform as contracted, etc.)
 - 2.1.2 Management Plan (Scheduling, dispatching, emergency services, reports, administrative tasks, and reserve staffing)
 - 2.1.3 Price (including any additional incentives offered in excess of those required)
 - 2.1.4 Technical Solution (Staffing, certification, training, emergency response, and support staff)
 - 2.1.5 Financial Strength of Firm.
 - 2.1.6 M/WBE Participation (12%)
 - 2.1.7 General Conformity with RFP Requirements.

**EXHIBIT I – OFFER AND SUBMITTAL, REFERENCES,
PROPOSED SUBCONTRACTORS
SOLICITATION NO.: S11-T23766**

EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO.: S11-T23766

NOTE: PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City): _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

County, Texas

My Commission Expires: _____ day of _____ 20_____

EXHIBIT I – REFERENCES SOLICITATION NO.: S11-T23766
--

LIST OF PREVIOUS CUSTOMERS

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

EXHIBIT I – LIST OF SUBCONTRACTOR(S) SOLICITATION NO.: S11-T23766
--

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Proposal.

[illegible]

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO.: S11-T23766**

EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION **SOLICITATION NO.: S11-T23766**

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	AFFIRMATIVE ACTION DIVISION CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL.....					\$ _____
MWBE PARTICIPATION AMOUNT.....					\$ _____ %
TOTAL BID AMOUNT.....					\$ _____

EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION

SOLICITATION NO.: S11-T23766

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH AFFIRMATIVE ACTION AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE:

ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE AFFIRMATIVE ACTION DIVISION. THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT
SOLICITATION NO.: S11-T23766

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: **City of Houston**
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

M/WBE Participation Amount: \$ _____ **M/WBE GOAL** _____ %

1. _____ agrees to perform work/supply goods and/or
(Name of Minority/Women Business Enterprise)
Services in connection with the above-named contract and _____ as:
Name of Prime Contractor
 - (a) _____ An Individual
 - (b) _____ A Partnership
 - (c) _____ A Corporation
 - (d) _____ A Joint Venture
2. _____ status is confirmed by M/WBE Directory made
(Name of Minority/Women Business Enterprise)
available through the City of Houston Affirmative Action Division. Certificate No.: _____.
3. _____ and _____
(Name of Prime Contractor) **(Minority/Women Business Enterprise)**
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment “C” attached hereto are incorporated into this Letter of Intent for all purposes.

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)

EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS

SOLICITATION NO.: S11-T23766

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled “**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**” and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Affirmative Action Director (“the Director”)
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “the Act”). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City’s contract with American Arbitration Association on file in the Office of the City’s Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number of known MBEs and/or WBE’s to compete for City contract.

The M/WBE policy of the City of Houston will be discussed during the pre-bid. For information assistance, and/or to receive a copy of the City’s Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20th Floor, Houston, Texas.

EXHIBIT II – ATTACHMENT “D”: AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT SOLICITATION NO.: S11-T23766

Report Period _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF A.A. CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE
Use additional pages if needed. Submit by the 15th day of the following month. Provide support documentation on all revenues paid to end of the report period to: M/WBE's to reflect up/down variances on Contract amount.						
Affirmative Action Division ATTN: Velma Laws 713-837-9018 611 Walker, 20 th Floor Houston, Texas 77002						

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE**SOLICITATION NO.: S11-T23766****TOTAL PROPOSAL AMOUNT**

YEAR I	\$
YEAR II	\$
YEAR III	\$
YEAR IV	\$
YEAR V	\$
TOTAL	\$

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE

SOLICITATION NO.: S11-T23766

SECURITY GUARD SERVICES

YEAR I

Proposer should provide Professional Security Guard Services at George Bush Intercontinental Airport/Houston (IAH) at the rate proposed below, inclusive of complete Post Coverage and Security Services as specified in the Scope of Work. The actual number of hours may be higher or lower than the estimated number indicated below. Proposer shall be paid only for hours actually requested and performed.

A. Estimated annual post hours at IAH

Monthly Post Hours	X	12	X	Hourly Rate \$	=	Total Costs \$
15,260	X	12	X	\$	=	\$

YEAR II

Proposer should provide Professional Security Guard Services at George Bush Intercontinental Airport/Houston (IAH) at the rate proposed below, inclusive of complete Post Coverage and Security Services as specified in the Scope of Work. The actual number of hours may be higher or lower than the estimated number indicated below. Proposer shall be paid only for hours actually requested and performed.

A. Estimated annual post hours at IAH

Monthly Post Hours	X	12	X	Hourly Rate \$	=	Total Costs \$
15,260	X	12	X	\$	=	\$

EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE

SOLICITATION NO.: S11-T23766

SECURITY GUARD SERVICES

YEAR III

Proposer should provide Professional Security Guard Services at George Bush Intercontinental Airport/Houston (IAH) at the rate proposed below, inclusive of complete Post Coverage and Security Services as specified in the Scope of Work. The actual number of hours may be higher or lower than the estimated number indicated below. Proposer shall be paid only for hours actually requested and performed.

A. Estimated annual post hours at IAH

Monthly Post Hours	X	12	X	Hourly Rate \$	=	Total Costs \$
15,260	X	12	X	\$	=	\$

YEAR IV

Proposer should provide Professional Security Guard Services at George Bush Intercontinental Airport/Houston (IAH) at the rate proposed below, inclusive of complete Post Coverage and Security Services as specified in the Scope of Work. The actual number of hours may be higher or lower than the estimated number indicated below. Proposer shall be paid only for hours actually requested and performed.

A. Estimated annual post hours at IAH

Monthly Post Hours	X	12	X	Hourly Rate \$	=	Total Costs \$
15,260	X	12	X	\$	=	\$

<p align="center">EXHIBIT III – SAMPLE PRICE SHEET / FEE SCHEDULE SOLICITATION NO.: S11-T23766</p>

SECURITY GUARD SERVICES

YEAR V

Proposer should provide Professional Security Guard Services at George Bush Intercontinental Airport/Houston (IAH) at the rate proposed below, inclusive of complete Post Coverage and Security Services as specified in the Scope of Work. The actual number of hours may be higher or lower than the estimated number indicated below. Proposer shall be paid only for hours actually requested and performed.

A. Estimated annual post hours at IAH

Monthly Post Hours	X	12	X	Hourly Rate \$	=	Total Costs \$
15,260	X	12	X	\$	=	\$

NOTE: THIS IS A SAMPLE PRICE SHEET; OFFERORS PLEASE CUSTOMIZE YOUR PRICE SHEET TO REFLECT THE PRICE OF YOUR PROPOSAL.

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S11-T23766**

To comply with the Terms & Conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in this Solicitation:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
 - 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

=====C A N C E L L A T I O N=====

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO MAIL 30 DAYS~~
WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO
THE LEFT), ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO~~
~~OBLIGATION OR LIABILITY OF ANY KIND~~

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

=====

- O R -

- 2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

<p>EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE SOLICITATION NO.: S11-T23766</p>
--

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **30** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE)

SOLICITATION NO.: S11-T23766

ACORD. CERTIFICATE OF INSURANCE

Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A

COMPANY B

COMPANY C

COMPANY D

COMPANY E

INSURED

SAMPLE FORM

COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability (X) Any Auto (X) All Owned Autos (X) Scheduled Autos (X) Hired Autos (X) Non-Owned Autos (X) Garage Liability		Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability	Statutory Limits	(X)	Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000
	Other				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional Insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.
For (Project Name)

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE
CANCELLED NON-RENEWED BEFORE THE EXPIRATION DATE
THERE OF THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS
WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE
LEFT. CITY OF HOUSTON / FINANCE AND ADMINISTRATION

DEPARTMENT – STRATEGIC PURCHASING DIVISION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

EXHIBIT V – FAIR CAMPAIGN ORDINANCE

SOLICITATION NO.: S11-T23766

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal basis or formal sealed competitive Bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

EXHIBIT V – FORM “A”: CONTRACTOR SUBMISSION LIST

SOLICITATION NO.: S11-T23766

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term “Contractor” Includes proprietors of proprietorships, partners or joint venture’s having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

☐ **SOLE PROPRIETORSHIP**

Name _____
Proprietor Address _____

☐ **A PARTNERSHIP**

List each partner having equity interest of 10% or more of partnership (if none state “none”):

Name _____
Partner Address _____

Name _____
Partner Address _____

☐ **A CORPORATION**

List all directors of the corporation (if none state “none”):

Name _____
Director Address _____

Name _____
Director Address _____

Name _____
Director Address _____

<div>EXHIBIT V – FORM “A”: CONTRACTOR SUBMISSION LIST</div> <div>SOLICITATION NO.: S11-T23766</div>

List all officers of the corporation (if none state none”):

Name_____	_____
Officer	Address

Name_____	_____
Officer	Address

Name_____	_____
Officer	Address

List all individuals owning 10% or more of outstanding shares of stock of the corporation (if none state “none”):

Name_____	_____
	Address

Name_____	_____
	Address

Name_____	_____
	Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

Note: This list constitutes a government record as defined by § 37.01 of the Texas Penal Code.

8/23/01

<p style="text-align: center;">EXHIBIT VI: CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE SOLICITATION NO.: S11-T23766</p>
--

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City Contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a Contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**," included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S11-T23766

ORIG. DEPT.: _____

FILE/I.D. NO.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____

§

COUNTY OF _____

§

§

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared

_____ [FULL NAME] (hereafter "Affiant"),

_____ [STATE TITLE/CAPACITY WITH CONTRACTING
ENTITY] of _____

[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

- ☐ SOLE PROPRIETORSHIP
- ☐ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ JOINT VENTURE
- ☐ LIMITED LIABILITY COMPANY
- ☐ OTHER (Specify type in space below)

NON-PROFIT ENTITY:

- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSOCIATION

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S11-T23766

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____

Business Address [***No./STREET***] _____

[***CITY/STATE/ZIP CODE***] _____

Telephone Number (_____) _____

Email Address [***OPTIONAL***] _____

Residence Address [***No./STREET***] _____

[***CITY/STATE/ZIP CODE***] _____

Telephone Number (_____) _____

Email Address [***OPTIONAL***] _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address [***No./STREET***] _____

[***CITY/STATE/ZIP CODE***] _____

Telephone Number (_____) _____

Email Address [***OPTIONAL***] _____

Residence Address [***No./STREET***] _____

[***CITY/STATE/ZIP CODE***] _____

Telephone Number (_____) _____

Email Address [***OPTIONAL***] _____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S11-T23766

6. Optional Information

Contracting Entity and/or _____ [**NAME OF OWNER OR NON-PROFIT OFFICER**] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [**CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER**] as follows:

Name of Debtor: _____
Tax Account Nos. _____
Case or File Nos. _____
Attorney/Agent Name _____
Attorney/Agent Phone No. (_____) _____
Tax Years _____

Status of Appeal [**DESCRIBE**] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

(Seal)

Notary Public

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT VII: DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS
SOLICITATION NO.: S11-T23766**

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

EXHIBIT VII – ATTACHMENT “A”
DRUG POLICY COMPLIANCE AGREEMENT
SOLICITATION NO.: S11-T23766

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the Contract by the City of Houston.

Date

Contractor Name

Signature

Title

**EXHIBIT VII – ATTACHMENT “B”
DRUG POLICY COMPLIANCE DECLARATION
SOLICITATION NO.: S11-T23766**

I, _____ as an owner or officer of _____

(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____, 19_____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified. The policy ***Initials*** meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

Written drug testing procedures have been implemented in conformity with the Mayor's Drug **Initials** Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

Collection/testing has been conducted in compliance with federal Health and Human Services **Initials** (HHS) guidelines.

Appropriate safety impact positions have been designated for employee positions performing on **Initials** the City of Houston contract. The number of employees on safety impact positions during this reporting period is _____.

initials From _____ to _____ the following testing has occurred
(start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

Any employee who tested positive was immediately removed from the City worksite consistent **Initials** with the Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines
(initials) will be considered a breach of Contract.

declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

ate

Contractor Name

Signature _____

Title

**EXHIBIT VII – ATTACHMENT “C” AND “D”
CONTRACTOR’S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
SOLICITATION NO.: S11-T23766**

I, _____
(Name) (Print/Type) (Title)

as an owner or officer of _____
(Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date _____

Contractor Name

Signature _____

Title _____

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS**

ATTACHMENT "D"

I _____ as an owner or officer of
(NAME) (PRINT/TYPE)

authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

DATE _____

CONTRACTOR'S NAME

SIGNATURE _____

TITLE _____

EXHIBIT VIII – ANTI-COLLUSION STATEMENT

SOLICITATION NO.: S11-T23766

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S11-T23766

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston ("City") to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the **seventh** business day after:

- (1) any contract discussions or negotiations begin, or
- (2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary's website. There will also be a list of the City's Local Government Officers on the City of Houston's website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston's Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the BID package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class C misdemeanor.

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S11-T23766

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S11-T23766

I. Pay or Play Program Elements

A. Purpose

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

B. Program Elements

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. Covered employees: This program applies to employees of a covered Contractor or Subcontractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.
3. Compliance with the program means that the Contractor either:
 - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the Contract with the City; or
 - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
 - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
4. Subcontracts: The Prime Contractor is responsible for compliance on behalf of covered employees, including Contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.
5. Exemptions/Waivers: The City of Houston will award a Contract to a Contractor that neither Pays nor Plays only if the Contractor has received an approved waiver.
6. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

II. Documentation and Reporting Requirements

- A. Document that must be signed and returned to administering department with the Bid/Proposal.

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S11-T23766

1. Notice to Prospective City Contractors (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.
- B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low Bidder or successful Proposer status:
 1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.
2. List of Participating Subcontractors (Form POP-3).
- C. The Contractor will comply with the following reporting requirements:
 1. Contractors that opt to Play
Provide periodic reports to the Contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of Contract. (Form POP-7.)
 2. Contractors that opt to Pay
Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5.)

Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

III. Compliance and Enforcement

The Affirmative Action and Contract Compliance Office will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.

The Pay or Play Program Requirements Form (POP-1) and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/aacc/popforms.html>

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: S11-T23766



What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful Bidder/Proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

If you cannot make this assurance now, do not return this form.

For more information, contact the Contract Administrator.

Routing. Return this form with your Bid or Proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a Contract, I will comply with the requirements of the Pay or Play Program.

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

E-Mail Address

EXHIBIT X – CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM SOLICITATION NO.: S11-T23766

Contractor Name: _____ \$ _____
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: _____

Project No.: [GFS/CIP/AIP/File No.] _____

Project Name: [Legal Project Name] _____

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all Contractors for Contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

☐ Yes ☐ No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including covered subcontractors' employees, under the Contract with the City.

☐ Yes ☐ No Contractor agrees to offer health benefits to each covered employee, including covered subcontractors' employees that meet or exceed the following criteria:
 (1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and
 (2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.

☐ Yes ☐ No Contractor agrees to pay of behalf of some covered employees and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.

☐ Yes ☐ No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.

☐ Yes ☐ No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Following Information is Mandatory	Prime Contractor	Subcontractor
Total No. of Employees on City Job		
No. Of Employees – "Playing"		
No. Of Employees – "Paying"		
No. Of Employees "Exempt"		

I hereby certify that the above information is true and correct.

CONTRACTOR (Signature)

DATE

NAME AND TITLE (Print or Type)

EXHIBIT XI – PROPOSER QUESTIONNAIRE FOR GENERAL INSTRUCTIONS

Submittal Procedure

Proposer fully understands the requirement and complies. ____ Yes ____ No

If "No" Explain: _____

Proposal Formal

Proposer fully understands the requirement and complies. ____ Yes ____ No

If "No" Explain: _____

Pre-Proposal Conference

Proposer fully understands the above requirement and complies. ____ Yes ____ No

If "No" Explain: _____

Site Visit

Proposer fully understands the requirement and complies. ____ Yes ____ No

If "No" Explain: _____

Terms, Conditions, Limitations and Exceptions

Proposer fully understands the above requirement and complies. ____ Yes ____ No

If "No" Explain: _____

Local Minority/Women Businesses Enterprises Participation

Proposer fully understands the requirement and complies. ____ Yes ____ No

If "No" Explain: _____

Drug Detection and Deterrence Procedures for Contractors

Proposer fully understands the above requirement and complies. ____ Yes ____ No

If "No" Explain: _____

Project Administration

Proposer fully understands the above requirement and complies. ____ Yes ____ No

If "No" Explain: _____

Sample Contract

Proposer fully understands the requirement and complies. ____ Yes ____ No

If "No" Explain: _____

PERFORMANCE BOND

THE STATE OF TEXAS

COUNTY OF HARRIS

_____, ("Principal") and _____, ("Surety"), shall pay to the City of Houston, Texas ("City"), the sum of \$_____ in accordance with the terms and conditions stated below:

On or about this date, the Principal executed a _____ Agreement in writing with the City for _____ ("Agreement"), which is incorporated into this Bond.

The conditions of this obligation are that if the Principal performs its obligations under the terms of the Agreement and this Bond in all respects, then this obligation is void and has no further force and effect; otherwise this obligation remains in effect and the sum of \$_____ is payable to the City on demand.

The Surety relieves the City and its representatives from the exercise of any diligence whatever in securing the Principal's compliance with the terms of the Agreement, and the Surety waives any notice to it of the Principal's default or delay in the performance of the Agreement. The Surety shall take notice of and is held to have knowledge of all acts or omissions of the Principal, its agents, and representatives in all matters pertaining to the Agreement.

The City and its representatives may at any time, without notice to the Surety, make any changes in the terms and conditions of the Agreement, or extend it, and may add to or deduct from the Principal's obligations under the Agreement. Such changes, if made, do not in any way relieve, release, condition, or limit the obligation in this Bond and undertaking or release the Surety therefrom.

SURETY AND PRINCIPAL AGREE TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, AND REPRESENTATIVES FROM ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGES, FINES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY FAILURE ON THE PART OF THE PRINCIPAL, ITS AGENTS, AND REPRESENTATIVES, TO FULLY PERFORM UNDER THE AGREEMENT, INCLUDING ANY CHANGES OR EXTENSIONS TO IT.

If the City brings any suit or other proceeding at law on the Agreement or this Bond, or both, the Principal and the Surety shall pay to the City the additional sum of 10 percent of whatever amount the City recovers, which sum of 10 percent is agreed by all parties to be indemnity to the City for the expense of and time consumed by its City Attorney, his or her assistants, and office staff, and other costs and damages to the City. The amount of 10 percent is fixed and liquidated by the parties because the exact damage to the City would be difficult to ascertain.

This Bond and all obligations created under it shall be performable in Harris County, Texas, and all are non-cancelable. This Bond must be automatically renewed annually on the anniversary of the effective date of the Bond for the term of the Agreement and any extensions, unless the Surety gives the Principal and the City 30 days written notice before the renewal date that the Surety will not renew this Bond, in which case the Principal shall provide the City with a replacement bond (in the same form as this Bond) before the renewal date. The provisions of V.T.C.A., Government Code Section 2253, as amended, control even though the Statute may not be applicable.

**EXHIBIT XII – PERFORMANCE BOND
SOLICITATION NO.: S11-T23766**

All notices required or permitted by this Bond must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out on the signature page of this Bond or at such other address as the receiving party designates by proper notice to the sending party.

This Bond is effective on _____ and is binding on the Principal and the Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

EXECUTED in multiple originals this _____ day of _____, 20_____.

ATTEST/SEAL: (if a corporation)

WITNESS: (if not corporation)

(Name of Principal)

(Address of Principal)

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST/SEAL
SURETY WITNESS:

(Name of Surety)

(Address of Surety)

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

REVIEWED:

This Bond has been reviewed as to form by the undersigned Paralegal and has been found to meet established Legal Department criteria.

Date

Paralegal